



The Study Meeting of the West Valley City Council will be held on Tuesday, February 23, 2016, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted February 18, 2016, 2:00 PM

AGENDA

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. February 9, 2016
4. Review Agenda for Special RDA Meeting and Regular Meeting of February 23, 2016
5. Awards, Ceremonies and Proclamations Scheduled For
 - A. Employee of the Month Award, March 2016- Trudy Cropper and Scott Folkers, Police Department
6. Resolutions:
 - A. 16-48: Approve an Interlocal Cooperation Agreement Between West Valley City and Weber State University for Clinical Training of Paramedic Students

• West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
• If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

- B. 16-49: Authorize the City to Enter Into A Right-of-Way Contract with Maritza P. Lee and to Accept a Warranty Deed, Perpetual Utility Easement, and a Perpetual Easement (Wall and Slope Easement) for Property Located at 4084 South Dublin Circle (15-33-456-008)

7. Communications:

- A. Legislative Update (5 minutes)

- B. Council Update

- C. Potential Future Agenda Items

8. New Business:

- A. Council Reports

9. Motion for Executive Session

10. Adjourn

MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 9, 2016

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, FEBRUARY 9, 2016, AT 4:30 P.M. IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/HR Director
Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Lee Russo, Police Chief
John Evans, Fire Chief
Layne Morris, CPD Director
Russell Willardson, Public Works Director
Kevin Astill, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Andrew Wallentine, Administration
Steve Lehman, CED Department
Steve Pastorik, CED Department
Chad George, Parks and Recreation Department
Nancy Day, Parks and Recreation Department
Jason Erikson, Parks and Recreation Department
Joe White, Fire Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD JANUARY 26, 2016**
The Council read and considered Minutes of the Study Meeting held January 26, 2016. There were no changes, corrections or deletions.

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Councilmember Lang moved to approve the Minutes of the Study Meeting held January 26, 2016. Councilmember Buhler seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

2. **REVIEW AGENDA FOR REGULAR MEETING SCHEDULED FEBRUARY 9, 2016**

Upon inquiry by Mayor Bigelow the Council had no further questions or concerns regarding items scheduled on the Regular Meeting Agenda for February 9, 2016, at 6:30 P.M.

3. **PUBLIC HEARINGS SCHEDULED FEBRUARY 16, 2016**

A. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. GPZ-2-2015 FILED BY EUGENE HAN REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL AND A ZONE CHANGE FROM A (AGRICULTURAL) TO RM (RESIDENTIAL MULTIFAMILY) FOR PROPERTY LOCATED AT 3732 AND 3736 SOUTH 3200 WEST**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled February 16, 2016, in order for the City Council to hear and consider public comments regarding Application No. GPZ-2-2015 filed by Eugene Han requesting a General Plan change from Large Lot Residential to Medium Density Residential and a zone change from A (Agricultural) to RM (Residential Multifamily) for property located at 3732 and 3736 South 3200 West.

Written information previously provided to the City Council included the following:

ORDINANCE NO. 16-07, AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 3732 AND 3736 SOUTH 3200 WEST ON 3.15 ACRES

ORDINANCE NO. 16-08, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3732 AND 3736 SOUTH 3200 WEST FROM ZONE A (AGRICULTURAL) TO RM (RESIDENTIAL MULTIFAMILY)

Eugene Han had submitted a General Plan/zone change application for three parcels totaling 3.15 acres located at 3732 and 3736 South 3200 West on 3.15 acres. The property was currently zoned A (Agriculture, minimum lot size ½ acre) with a General Plan designation of large lot residential (2 to 3 units/acre).

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The proposed zone was RM (Residential Multifamily) and the proposed General Plan designation was Medium Density Residential (7 to 12 units/acre).

Surrounding zones included R-1-8 (Single Family Residential, minimum lot size 8,000 square feet) to the west and south, A to the north and R-1-8 and A to the east. Surrounding land uses included single family homes to the north and south; duplexes and single family homes to the west and a Fourplex, duplexes and single family homes to the east. The north parcel includes a home built in 1920. The other two parcels were vacant.

The applicant proposed to demolish the existing home and develop a 29-unit townhome project. Two concept plans were included with this issue paper along with information from the applicant to support and further describe this application. The colored version of the concept plan included just the subject properties. The black and white version showed how adjoining properties could be incorporated into the development.

Zoning and General Plan designations on these three parcels, some adjoining parcels and other properties throughout the City, had been changed by the City in July of last year to encourage larger lots and higher value housing. The subject properties were changed from R-1-8 to A.

RESOLUTION NO. 16-35, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH EUGENE HAN FOR APPROXIMATELY 3.15 ACRES OF PROPERTY LOCATED AT 3732-3736 SOUTH 3200 WEST

Eugene Han had submitted Application No. GPZ-2-2015 to change zoning for 3.15 acres of property located at 3732-3736 South 3200 West.

The Planning Commission had recommended approval of the General Plan/zone change subject to a development agreement to encompass main points as follows:

1. No more than 29 townhomes will be built
2. The townhomes will be 1,900 square feet and include basements (assuming the water table allows) and 2-car garages
3. The exteriors will be built as shown in the rendering
4. Exterior materials will be 100% masonry – fiber cement and cultured stone
5. Interior materials will include quartz countertops; high-density carpet, tile and wood composite flooring and shaker style cabinets with solid maple doors
6. A 6' vinyl fence will be installed around the perimeter
7. Amenities will include a tot lot, picnic area, courtyards, street and

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courtyard lighting and an entrance feature

Steve Pastorik, CED Department, discussed the Application and proposed Ordinances and Resolution and displayed aerial images of the property and surrounding homes. He also described existing zoning in the area. He indicated the property did meet criteria established by the City Council to potentially allow for new multi-family development per the City's Code.

Councilmember Buhler inquired if the proposed townhomes would be for rent or purchase and if there would be a homeowners association.

Mr. Pastorik advised the townhomes would be for purchase and there would be a homeowners association established.

In response to inquiry regarding materials to be used for the project, Mr. Pastorik advised stone and fiber cement would be used.

Councilmember Vincent asked what property Ivory owned in the area and was informed property shown on the aerial image was owned by Ivory.

Upon inquiry regarding if the existing multifamily units in the area were currently zoned RM or if they were grandfathered in from the County, Mr. Pastorik advised there was a combination of both those scenarios.

Mr. Pastorik validated Councilmember Buhler's clarification regarding that the Code stated the property must be surrounded by other multi-family units, not multi-family zones, in order to have the option of developing under RM zoning.

Councilmember Lang requested the Council be provided with a percentage of single-family units versus multi-family units in the area.

Councilmember Buhler expressed his desire that people be able to utilize the exceptions provided in the Code but he did not want every property to have that option either.

Upon inquiry by Councilmember Vincent regarding potential for redevelopment in the area in the future, Mr. Pastorik advised it would be challenging to develop larger lots and homes in this particular area with the properties that were currently assembled.

Councilmember Vincent inquired if the long, narrow property to the north could ever develop as part of the project.

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Mr. Pastorik advised that the property owner was not currently interested in selling the property at this time. He further indicated a potential concept could incorporate the property in the future but that would depend on the private road owned by the homeowners' association.

Councilmember Christensen expressed concern about restricting the property owner to the north.

Mr. Pastorik stated an option could be to have a public street instead of a private one in the current proposed development that might allow more flexibility in the future.

The City Council discussed ordinance changes that occurred in 2015 regarding redevelopment and infill properties.

Councilmember Buhler expressed concern about allowing more and more properties to be multi-family because it allowed this zone to expand which was not the current goal of the City Council.

Mayor Bigelow stated the need for an overriding reason to make an exception to the goals of the Council to have large lots and homes, and he did not see what that reason would be in this case.

Mr. Pastorik advised that the applicant was concerned about only being able to develop approximately 4 lots under the RE zone.

Councilmember Lang indicated there might be a better option available in the future when properties could be assembled in a more effective way.

The City Council discussed potential future scenarios for the subject area.

Upon inquiry, Mr. Pastorik advised the subject property was approximately ½ mile from TRAX.

Mayor Bigelow indicated more multi-family would create additional traffic on 3200 West that he did not feel could be sustained.

Councilmember Huynh stated he owned a rental home in the area and there were issues with wild animals. He indicated he would like to see something happen and felt traffic would not be a significant issue.

The City Council will hold a public hearing regarding Application No. GPZ-2-2015 and proposed Ordinance Nos. 16-07 and 16-08 and proposed Resolution No.

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16-35 at the Regular Council Meeting scheduled February 16, 2016, at 6:30 P.M.

B. PUBLIC HEARING, APPLICATION NO. Z-4-2015 FILED BY RAUL RIVERA REQUESTING A ZONE CHANGE FROM A (AGRICULTURE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 2327 SOUTH 7200 WEST

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled February 16, 2016, in order for the City Council to hear and consider public comments regarding Application No. Z-4-2015 filed by Raul Rivera requesting a zone change from A (Agriculture) to M (Manufacturing) for property located at 2327 South 7200 West.

Written information previously provided to the City Council included the following:

ORDINANCE NO. 16-09, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2327 SOUTH 7200 WEST FROM ZONE A (AGRICULTURE) TO M (MANUFACTURING)

RESOLUTION NO. 16-36, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RAUL RIVERA FOR APPROXIMATELY 0.73 ACRES OF PROPERTY LOCATED AT 2327 SOUTH 7200 WEST

Matt Chadwick had requested a zone change for a 0.73 acre parcel located at 2327 South 7200 West from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). Surrounding zones included M to the north, east and south and A-20 (Agriculture, minimum lot size 20 acres) to the west in the Magna area. Surrounding land uses included vacant land to the north and west, the north frontage road and SR-201 to the south and what was used as a small rucking property to the east. The Mountain West Truck Center project had recently been approved on the property to the north and east. The subject property was designated as light manufacturing in the City's General Plan.

The subject property included a home built in 1977, a large shed and a pole barn. If the rezone application was approved, the applicant intended to:

- Convert the home into an office (entire house will be used as office) and repair the roof
- Convert the shed into a mechanic shop and replace any missing siding or windows
- Pave the area east of the shed and south of the pole barn for parking
- Enhance the site landscaping
- Repair the existing fence

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- Reserve at least 8 parking spaces for auto sales

Automobile sales and service was a conditional use in the M zone. If the rezone application was approved, a conditional use permit, building permit and business license would be required to make the necessary improvements and convert the use from residential to auto sales and service. Some of the improvements required as part of the conditional use and building permits would include at least 20' of landscaping along 7200 West and the frontage road; hard surfaced parking designated by an engineer for the office, mechanic shop and cars sales area, and interior upgrades to the home and shed to meet building code requirements.

Steve Pastorik, CED Department, discussed the Application, proposed Ordinance and proposed Resolution.

Upon inquiry by Mayor Bigelow regarding if surrounding property was future development, Mr. Pastorik advised in the affirmative.

Councilmember Vincent expressed satisfaction with the proposed development agreement.

Mayor Bigelow stated he would like the conditional use on the property to be stringent enough that the applicant would need to upgrade the property effectively.

Mr. Pastorik advised landscaping requirements, repair and upgrades were evaluated at the conditional use level and added the City could require many conditions at the zone change stage by way of a development agreement. He further reviewed the proposed development agreement and requirements listed in the written documentation.

The City Council will hold a public hearing regarding Application No. Z-4-2015, and proposed Ordinance No. 16-09 and proposed Resolution No. 16-36 at the Regular Council Meeting scheduled February 16, 2016, at 6:30 P.M.

4. **RESOLUTION NO. 16-37, APPROVING AN AGREEMENT BETWEEN WEST VALLEY CITY AND THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION FOR ADMINISTRATIVE SERVICES RELATED TO THE CITY'S 457 RETIREMENT PLAN**

City Manager, Wayne Pyle, discussed proposed Resolution No. 16-37 that would approve an Administrative Services Agreement between West Valley City and International City Management Association (ICMA) Retirement Corporation for administrative services related to the City's 457 Retirement Plan.

Written information previously provided to the City Council included the following:

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ICMA would pay the City an administrative fee of \$28,000 annually during the 5 year term of the subject agreement, that reflected ICMA Retirement Corporation's assumptions about the revenue it would receive from City funds that were part of its investment plans.

The City maintained two retirement plans with ICMA Retirement Corporation. The 457 Deferred Compensation Plan was funded by employee contributions, and the 401a Money Purchase Plan was funded by City contributions. ICMA Retirement Corporation is a non-profit corporation offering retirement investment options available only to public employers.

Mayor Bigelow stated he hoped the money given to employees would be a combined contribution benefit.

The City Manager advised that the City could contribute to the 401K or cut a check to the employee and other options of distributing the money could also be discussed.

The Mayor expressed need to ensure this would not be an additional benefit requiring funding in the future.

The City Council will consider proposed Resolution No. 16-37 at the Regular Council Meeting scheduled February 16, 2016, at 6:30 P.M.

5. **CONSENT AGENDA SCHEDULED FEBRUARY 16, 2016**

A. **RESOLUTION NO. 16-38, AUTHORIZING THE CITY TO ACCEPT AND RECORD A WARRANTY DEED FROM RAR INVESTMENTS, LLC FOR PROPERTY LOCATED AT 2283 SOUTH 7200 WEST (PARCEL 14-22-151 AND 14-22-151-025)**

Public Works Director, Russell Willardson, discussed proposed Resolution No. 16-38 that would authorize the City to accept and record a Warranty Deed from RAR Investments, LLC for property located at 2283 South 7200 West (Parcel 14-22-151 and 14-22-151-025).

Written information previously provided to the City Council included the following:

RAR Investments, LLC had signed a Warranty Deed for additional right-of-way on 7200 West at 2283 South. RAR Investments, LLC was the owner of the properties for the proposed Mountain West Truck Center site. As a condition of approval for the proposed project, conveyance of right-of-way had been required in accordance with the West Valley City Major Street Plan. The existing right-of-way width on the east side of 7200 West was a 33-foot half width and being

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widened to a 40-foot half width right-of-way.

B. RESOLUTION NO. 16-39, AUTHORIZING THE ACCEPTANCE OF A STORM DRAIN EASEMENT FROM RAR INVESTMENTS, LLC, FOR PROPERTY LOCATED AT 7094 WEST SR-201 NORTH FRONTAGE ROAD (14-22-151-025)

Public Works Director, Russell Willardson, discussed proposed Resolution No. 16-39 that would authorize the acceptance of a Storm Drain Easement from RAR Investments, LLC, for property located at 7094 West SR-201 North Frontage Road (14-22-151-025).

Written information previously provided to the City Council included the following:

RAR Investments, LLC had signed a Storm Drain Easement in favor of West Valley City. The easement would allow for the realignment and piping of an existing storm drainage ditch across the RAR Investments property to allow for the construction of the proposed Mountain West Truck Center site.

C. RESOLUTION NO. 16-40, AUTHORIZING THE CITY TO EXECUTE AN ABANDONMENT OF STORM DRAIN EASEMENT ON PROPERTY OWNED BY RAR INVESTMENTS, LLC (PARCEL NO. 14-22-151-025)

Public Works Director, Russell Willardson, discussed proposed Resolution No. 16-40 that would authorize the City to execute an Abandonment of Storm Drain Easement on property owned by RAR Investments, LLC (Parcel No. 14-22-151-025).

Written information previously provided to the City Council included the following:

West Valley City had an existing Storm Drain Easement on property currently owned by RAR Investments. As RAR Investments had granted a new Storm Drain Easement and would be realigning and installing new storm drain piping, the existing easement would no longer be necessary.

In 2004, a Storm Drain Easement had been conveyed to West Valley City across property currently owned by RAR Investments, LLC. A storm drainpipe was constructed within this easement by the developer of the First Choice Storage site located on property adjacent to the east boundary of the RAR Investments property. The existing storm drain took storm water from the First Choice Storage site and other properties to an existing drainage ditch on the RAR property. As part of the Mountain West Truck Center project on its property, RAR Investments had granted a new Storm Drain Easement to the City and would

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pipe the drainage ditch and realign the existing storm drain. As a result of the proposed construction and the new Storm Drain Easement, the existing Storm Drain Easement would no longer be necessary.

Mr. Willardson stated the three items listed on the Consent Agenda were associated with the truck center to be constructed on 7200 West. He also stated the proposed Resolutions would allow for road widening and modification of existing storm drain easements on the subject property.

The City Council will consider proposed Resolution Nos. 16-38, 16-39 and 16-40 as listed on the Consent Agenda, at the Regular Council Meeting scheduled February 16, 2016, at 6:30 P.M.

6. COMMUNICATIONS

A. STRATEGIC PLAN PRESENTATION – PARKS AND RECREATION DEPARTMENT

Parks and Recreation Director, Kevin Astill, used PowerPoint and discussed information regarding the Parks and Recreation Department's Strategic Plan goals, summarized as follows:

- Glenn Weaver Memorial Park at the Vistas
- Promenade/Plaza
 - Third annual Youth Arts Festival
 - Concerts
 - Food Truck Thursday
 - Movies in the Park
 - Stories and S'mories
- Parks and Recreation current project: MVC Trail Head, Greater South Ridge 5706 S Woodview Drive (6300 West)
- Parks and Recreation current project: MVC Trail Head, Diamond Summit 6482 S Mount Adams Drive (6380 W)
- Parks and Recreation current project: Centennial Skate Park
- Parks and Recreation current project: Frontage – Thomasville Manor Subdivision
- Partnership Projects:
 - Trail-Head Park near WinCo. Crosstown Trail
 - Lodestone Park
 - ZAP application for Pioneer Crossing Park
 - Trail development along Utah and Salt Lake Canal
- Parks and Recreation
 - 26 parks (167.4 acres)
 - 305.1 acres maintained (284.3 landscaped)
 - 16 street landscapes (45.2 acres)

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- 12 City properties (48 acres)
 - 11 acres of flower and shrub beds
 - 3,748 trees (up 181 from last year); valued at \$2.6 million
 - Snow removal on 25.8 miles of sidewalk and trails, and 5,934 parking stalls
 - Spent \$35,247 and 672 hours removing graffiti
- Chart showing manpower comparison
- Eagle and Volunteer Projects – 526 volunteer hours donated
 - Arbor Day – tree planting at Stonebridge
 - Conservation Day at the River – cleanup
 - Community Service – Centennial Park
 - 6200 S grading of sod area – Eagle Project
 - Animal Shelter – tree planting gravel installation
 - Sugar Plum Park – tree planting
- Clean and Beautiful Committee Projects
 - Photographs of various projects
- Harman Home – Including photographs
 - Active Aging; 98% patron satisfaction level for 2015; including number of participants:
 - 2014/2015 – 25,612
 - 2013/2014 – 20,137
 - 2012/2013 – 17,879
 - Heritage Series
 - Utah history stories in song and stories
 - A Canyon Peoples' portrait film screening
 - Family stories
 - Garfield County songs, movies, stories
 - Drops in A Bucket and other songs
 - Art Alive! Stories behind the art
 - Utah Foundation Research Report October 2015
 - 69% to 102% increase in senior population by 2030 (15 years)
 - Most needed services cited by the Report: nutrition, transportation, companionship, and services in the home (least expensive)
- Family Fitness Center – Including photographs
 - Over 1,000 visits per day
 - 74% self-sufficient
 - Over \$250,000 annual net revenue from programs
 - Current awards from URPA and Utah Family Magazine
 - Customer comments
 - Wellness Programs
 - Project Zero – Free holiday weight maintenance/weight

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- loss challenge; LINKS class (partnership) including healthy relationships and free 3-day course with dinner included; Love & Logic Class (partnership) including parenting techniques and free 3-day course with snacks included; free seminars to encourage overall wellness
- Adaptive Recreation Programs
 - Mental/Physical disability – Splash class (water aerobics); Music & Movement class (land aerobics – Drums Alive, etc.); basketball levels 1 & 2; exploration class (sport and fitness)
 - Behavioral/Youth at Risk – Sport & Fitness classes; participating groups: Juvenile Justice Services, Early Intervention Group, Valley Behavioral Health, ARTEC
- Service Member/Veteran – Veteran and Family Climb Nights (rock climbing)
- The Ridge Golf Club – Including photographs
 - Statistics including rounds and revenue for years 2010-11 thru 2014-15
 - Statistics including tournament data for years 2010 thru 2015
 - Statistics regarding food and beverage
- Stonebridge Golf Course – Including photographs
 - Statistics including rounds and revenue for years 2010-11 thru 2014-15
 - Statistics including tournament data for years 2010 thru 2015
 - Statistics regarding food and beverage
- Parks and Recreation Department Top Five Priorities – Including photographs and statistics
 - #1 Parks R&R - \$334,000
 - #2 Fitness Center R&R - \$100,000
 - #3 Golf Courses R&R - \$75,000
 - #4 Harman Home R & R - \$15,000
 - #5 4F, 2P Park Workers - \$393,501

Councilmember Huynh expressed appreciation to the Parks and Recreation Department staff for their hard work. He also stated he had seen issues in various parks regarding the concrete.

The Parks and Recreation Director concurred regarding problems with concrete in the parks and stated funds would be needed to repair them.

B. STRATEGIC PLAN PRESENTATION – FIRE DEPARTMENT

John Evans, Fire Chief, used PowerPoint and discussed information regarding the Fire Department's Strategic Plan goals, summarized as follows:

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- Average Response Times – Charts showing response time average to critical calls 5.15; overall average response time – 5.52, for EMS and Fire
- Community Involvement
 - Crews made contact with 15,000 elementary children with monthly school visits
 - Taught 21 merit badge classes to 600 Boy Scouts
 - CERT Program – Trained 137 new students, 42 refresher students including 2 disaster drills and 12 safety fairs
- Apparatus – Including photographs
 - Purchased new 100' tower
 - Remount ambulance
 - Purchased new SCBA's
 - New Mobile Emergency Coordination Center
- Training – Including photographs
 - New Target Solutions Program
 - Training of certification training hours
 - On-line courses
 - Streamline of Operating Procedures
- Insurance Service Office Audit (ISO)
 - Inspection and Rating
 - Currently Class 3
 - Waiting for new score
- Fire Department Top Five Priorities
 - Rebuild of Station 72 – Including photographs and statistics - \$4,100,000
 - Critical Care Paramedic Program – Including photographs and statistics - \$175,000
 - Rebuild of Station 71 – Including photographs and statistics - \$2,000,000
 - Breathing Air Filling Station – Including photographs and statistics - \$105,000
 - Heavy Rescue – Including photographs and statistics - \$975,000

Members of the City Council discussed Station 72.

Councilmember Christensen suggested that the rebuild of Station 72 be a priority to be discussed in the Strategic Plan.

Upon inquiry regarding why the City wanted to enhance inter-facility transfers, the Fire Chief advised patients were citizens of West Valley City and the City could provide quicker service. He also indicated this was not currently provided but if a hospital called 911 the City had to respond for an inter-facility transfer.

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The City Council discussed the benefits and drawbacks of providing inter-facility transportation.

City Manager, Wayne Pyle, advised the proposal would service a particular segment of inter-facility transfers that included critical care transport and other. He stated the hospital had requested this as well and indicated it would be a self-sustaining program.

Councilmember Vincent stated he knew inter-facility transfer was important to Gold Cross and indicated there might be a conflict with them if the City moved forward with the idea.

Upon inquiry by Councilmember Buhler regarding what a special outside fire was, the Fire Chief informed it was a fire that could not be classified under one of the other categories. He also advised a good intent fire was basically a false alarm.

Chief Evans informed most of the calls received were medical.

C. **LEGISLATIVE UPDATE**

Nicole Cottle, Assistant City Manager/CED Director, provided the City Council with updated information regarding current bills and issues of interest presently under consideration at the Utah State Legislature.

Upon discussion, Councilmember Huynh stated there was a bill under consideration that concerned medical marijuana and inquired regarding its current status.

Ms. Cottle informed there were two bills regarding medical marijuana and gave a brief explanation of both, including what each would address and impacts they could potentially have on the City.

D. **COUNCIL UPDATE**

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events as follows:

February

February 9, 2016 Parks and Fire Presentations/ Strategic Plan
Tuesday

February 15, 2016 President's Day Holiday- City Hall Closed
Monday

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February 16, 2016 Tuesday	Police Department Presentation
February 17, 2016	Harman Heritage Series- A Canyon Peoples' Wednesday Portrait with Filmmaker Isaac Goeckeritz, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
February 17, 2016 Wednesday	31 st Annual Police Awards Banquet, 6:30 PM- 8:30 PM- Utah Cultural Celebration Center, 1355 W 3100 S
February 18, 2016 Thursday	Parks WiFi Groundbreaking with UTOPIA, 10:00 AM- 10:30 AM- West Valley Family Fitness Center, 5415 West 3100 South
February 19, 2016 Friday	City Council Meeting, Strategic Plan Retreat Maverik Center, 3200 Decker Lake Drive
February 20, 2016 Friday	City Council Meeting, Strategic Plan Retreat- Maverik Center, 3200 Decker Lake Drive
<u>March</u>	
March 7-9 Mon- Wed	National League of Cities Conference in Washington D.C.
March 16, 2016 Wednesday	Harman Heritage Series- Family Stories with Teresa Clark, 1:00 P.M. – 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
March 29, 2016	No City Council Meetings- 5 th Tuesday
<u>April</u>	
April 5, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
April 20, 2016 Wednesday	Harman Heritage Series- Garfield County Stories and Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
April 26, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
<u>May</u>	
May 3, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled

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May 18, 2016 Wednesday	Harman Heritage Series- Drops in a Bucket & Other Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
May 30, 2016 Monday	Memorial Day Holiday- City Hall Closed
May 31, 2016	No City Council Meetings- 5 th Tuesday
<u>June</u>	
June 7, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
June 15, 2016 Wednesday	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
<u>July</u>	
July 4, 2016 Monday	Independence Day Holiday- City Hall Closed
July 21, 2016 Thursday	Keith Urban feat. Brett Eldredge, time TBD- USANA Amphitheatre, 5125 South 6400 West
July 25, 2016 Monday	Pioneer Day Holiday- City Hall Closed
July 26, 2016 Tuesday	Weezer/ Panic at the Disco, time TBD- USANA Amphitheatre, 5125 South 6400 West
<u>August</u>	
August 2, 2016	National Night Out/ No City Council Meetings
August 30, 2016	No Council Meetings- 5 th Tuesday
<u>September</u>	
September 5, 2016 Monday	Labor Day Holiday- City Hall Closed
September 30, 2016 Friday	Luke Bryan, time TBD- USANA Amphitheatre, 5125 South 6400 West
October 1, 2016 Saturday	Luke Bryan, time TBD- USANA Amphitheatre, 5125 South 6400 West

MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 9, 2016

-17-

October

October 4, 2016 RDA, HA, and BA Meetings Scheduled
Tuesday

November

November 11, 2016 Veteran's Day Holiday
Friday

November 24, 2016 Thanksgiving Holiday- City Hall Closed
Thursday

November 29, 2016 No Council Meetings- 5th Tuesday

December

December 27, 2016 No Council Meetings- Christmas

Upon inquiry by Mayor Bigelow there were no questions or concerns regarding the above-scheduled items.

E. **POTENTIAL FUTURE AGENDA ITEMS**

The City Council members discussed meals for the upcoming Strategic Plan Meeting.

7. **COUNCIL REPORTS**

Upon inquiry, there were no Council reports.

8. **MOTION TO ADJOURN**

Upon motion by Councilmember Lang all members voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY FEBRUARY 9, 2016, WAS ADJOURNED AT 6:31 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, February 9, 2016.

MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 9, 2016
-18-

Nichole Camac
City Recorder

DRAFT

Employee of the Month for March

Nominated by Lieutenant Blair Barfuss

Sergeant Trudy Cropper & Officer Scott Folkers

RE: Letter of Commendation

January 25, 2016, you were providing patrol coverage in Kearns Township so that fellow Unified Police Department officers could attend the funeral of fallen Officer Barney. You volunteered for this assignment without hesitation. Unified Police Department Officer Sulich was on his way to the funeral, and reported to dispatch he believed a house was on fire in the area of 4380 West 5250 South. He did not know if anybody was inside the residence. Sergeant Trudy Cropper and Officer Folkers arrived shortly after being dispatched, and entered the residence with Unified Police Department Officer Sulich. The home had smoke pouring from its windows and roof. It is estimated the home was at least 40% engulfed in smoke and flame as you entered the residence by the responding fire department's Battalion Chief. You and assisting officers located an elderly male and female in the basement of the residence. You were able to get the elderly couple out of the residence as fire fighters worked on containing the blaze. The elderly couple was not aware of the fire, and would not have been able to escape the blaze under their own power. Your quick and decisive action and teamwork with assisting officers saved the lives of an elderly couple. Your actions fulfill the mission statement and core values of the West Valley City Police Department. Please accept my appreciation for a job well done. Respectfully,
Blair Barfuss Lieutenant

Item #:	_____
Fiscal Impact:	\$0.00
Funding Source:	_____
Account #:	_____
Budget Opening Required:	No

ISSUE:

A resolution approving an interlocal agreement with Weber State University for the paramedic training program.

SYNOPSIS:

The ride-along program is designed to give students an opportunity to practice their new skills in a real-life setting under the supervision of experienced paramedics.

BACKGROUND:

Weber State University, through its Emergency Care & Rescue Department, has established a program for the training of paramedic students. The University requires outside training to provide students with practical learning experience in the field. As part of its mission to promote the health of the community, the West Valley City Fire Department is willing to provide students with opportunities for clinical education.

West Valley City Fire Department sent the departments first paramedics to the Weber State University Paramedic Program back in 1998. Paramedic Programs highly desire sending students to WVCFD due the call volume and due to the experience of the paramedics employed by West Valley City. By allowing Weber State University students to ride with WVCFD, we help graduate a student with a greater level experience and we also maintain good relations with the University which will benefit the department if we decide to send our students through their program again. This program also helps the department because we have an opportunity to possibly see future candidates for employment.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Chris Beichner, Battalion Chief
Nick Dodge, Captain / Hazmat / Paramedic

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN WEST VALLEY
CITY AND WEBER STATE UNIVERSITY FOR CLINICAL
TRAINING OF PARAMEDIC STUDENTS.**

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled “Interlocal Cooperation Act” provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, Weber State University (hereinafter “WSU”) through its Emergency Care & Rescue Department has established a program for the training of paramedic students; and

WHEREAS, WSU requires placement of its students with paramedics practicing in the field in order for students to gain important clinical experience; and

WHEREAS, West Valley City’s Fire Department, as part of its mission to promote the health of the community, is willing to provide WSU paramedic students with opportunities for clinical education; and

WHEREAS, an agreement entitled “Interlocal Cooperation Agreement for Paramedic Clinical Experience” (hereinafter the “Agreement”) has been prepared for execution by and between the City and WSU, a copy of which is attached hereto, that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

INTERLOCAL COOPERATION AGREEMENT FOR PARAMEDIC CLINICAL EXPERIENCE

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter this "Agreement") is made this 1st day of December, 2015, by and between **West Valley City**, a municipal corporation of the State of Utah (hereinafter the "City"), located at 3600 South Constitution Boulevard, West Valley City, Utah, and Weber State University, a political subdivision of the State of Utah (hereinafter the "University"), located at 3848 Harrison Boulevard, Ogden, Utah, 84408; collectively West Valley City and Weber State University may be referred to as the "Parties."

RECITALS:

WHEREAS, Weber State University, through its Emergency Care & Rescue Department, has established a program for the training of paramedic students; and

WHEREAS, as part of the above-referenced program, the University requires outside training to provide students with practical learning experience in the field, as required by the curriculum; and

WHEREAS, West Valley City operates a municipal fire department that possesses the equipment and capability for practical instruction of the University's students and, as part of its mission to promote the health of the community, is willing to provide students with opportunities for clinical education (hereinafter the "Training Program"); and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

AGREEMENT:

1. University Obligations.

- a. The University shall designate a faculty member to coordinate the Training Program with a designated supervisor at the City. The University agrees to select only students who have successfully completed all the pre-requisite courses and/or previous clinical education experiences as requested or approved by the City for participation in the Training Program.
- b. The University shall ensure that students selected for the Training Program meet health standards established by the City that are necessary for participation.

- c. The University and the City shall work collaboratively to select students for admission to the Training Program and to set educational objectives.
- d. The University will inform students selected for participation in the Training Program of the rules, regulations, and schedules of the City, including professional standards of practice, and will require students to sign any forms, waivers, or statements that are necessary to conduct the Training Program.
- e. The University agrees to provide and maintain the records and reports necessary for the Training Program, including student education records and student grade reports.
- f. The University agrees that students participating in the Training Program shall be subject to the authority, policies, and regulations of the City. The University shall comply immediately with the City's request to withdraw any student, temporarily or permanently, from the Training Program whose conduct, status, or progress may have a detrimental effect on City employees, patients, or the Training Program. Wherever possible, such withdrawal shall be planned cooperatively by the University and the City, and the City shall discuss any grievance against a student with the student and the University's designated faculty member. The City may take unilateral action to exclude any student from the Training Program if the student presents an immediate threat to health or safety.

2. **City Obligations.**

- a. The City shall designate a supervisor to coordinate the Training Program with a designated faculty member at the University in order to implement educational objectives, design learning activities, identify student responsibilities, detail the nature of supervision provided by the City, and other such information as may be necessary to outline the content of the student clinical experience.
- b. The City shall make available facilities and related services for student clinical education experiences, as agreed to by the Parties.
- c. The City shall provide orientation to students assigned to the Training Program, including instruction on relevant policies and procedures of the City. The City agrees to keep the University's designated faculty member informed of policy changes which may affect the University and students. The City will also notify the University as soon as practical in advance of any changes in staffing or in its ability to accept students into the Training Program.
- d. The City agrees to inform both the University and the student concerning the student's level of clinical practice growth and competence. The City further

agrees to maintain other such records as may be requested by the University to evaluate the student's performance in the Training Program.

- e. The City agrees to provide immediate emergency medical care or treatment to the University's faculty and students in the event of accident or illness that occurs while they are participating in clinical education at the City. In the event of an OSHA-defined occupational blood-borne pathogen exposure to a University faculty member or student in the course of clinical experience or other University involvement with the Training Program, the City agrees to ensure that initial follow-up medical and counseling services are made available to students as quickly as possible and as far as practicable in accordance with recommendations by the U.S. Centers for Disease Control and Prevention (CDC). The City also agrees to notify the University's Health and Safety Office by telephone at (801) 626-7233 in the event of an exposure. The University agrees to reimburse the City for reasonable costs accrued for follow-up testing.

3. **Term/Termination of Agreement.** This Agreement shall become effective as of the date of execution, and shall terminate on June 30, 2020; provided, however, that this Agreement shall automatically renew for an additional five (5) year term unless written notice of non-renewal is given by any Party to the other Party no later than 30 days prior to the termination date set forth above. This Agreement may be terminated by either Party for any reason upon 30 days' written notice to the other Party, sent by certified mail to the addresses listed in Section 6 of this Agreement.

4. **City Representative.** West Valley hereby appoints the West Valley City Fire Chief, or the Fire Chief's designee, as West Valley's representative in the administrative management of this Agreement.

5. **University Representative.** Weber State University hereby appoints the Department Chairperson of the Emergency Care & Rescue Department, or the Department Chairperson's designee, as their representative in the administrative management of this Agreement.

6. **Notices.** Any notice required by this Agreement may be served by mailing such notice or payment to the following addresses:

If to West Valley: Chief John Evans
West Valley City
3575 S. Market Street
West Valley City, Utah 84119

With a copy to: J. Eric Bunderson, City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119

If to the University: Jeffrey R. Grunow, Chairperson

Emergency Care & Rescue Department
Weber State University
3848 Harrison Boulevard
Ogden, Utah 84408

7. **Insurance.**

- A. **Proof of Insurance.** Each Party agrees to maintain reasonable insurance coverage for liability and the protection of personal property at all times during the term of this Agreement, either through commercial insurance or self-insurance, proof of which will be provided to the other Party.
- B. **Workers Compensation.** The University and the City agree that the City is not responsible for any workers compensation or disability claim filed by a University student or faculty member. For purposes of this Agreement, both the faculty and students of the University are covered under the University's Workers Compensation Program.

8. **Indemnifications.** The parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Annotated §63G-7-101, *et seq.* Pursuant to said Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, contractors, or employees. No Party waives any defenses otherwise available under said Act, nor does any Party waive any limits of liability currently provided by said Act. To the extent permitted by law, each Party agrees to indemnify and defend the other Party, including the officers, agents, and employees of the other Party, against all claims for damage or injury caused by the negligent acts or omissions of the indemnifying Party and arising out of the indemnifying Party's actions in conformance with the terms of this Agreement. Each Party to this Agreement shall cooperate and assist the other Party in defending against any such claims. Notwithstanding anything contained herein, this indemnity paragraph shall not require a Party to indemnify another Party for other Party's sole negligence.

9. **Laws, Rules and Regulations, Non-Discrimination.** The University and the City agree to abide by all applicable executive orders, federal, state, and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time.

- A. **Non-Discrimination.** The University and the City will not subject any person to unlawful discrimination on the basis of race, color, religion, sex, national origin, age, veteran status, or disability in connection with participation in the Training Program.
- B. **HIPAA.** No University faculty, staff, or student shall be considered an employee of the City for any purpose under this Agreement, except to the extent that activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996

("HIPAA"). For the purposes of HIPAA only, University students shall be considered members of the City's workforce while performing duties and activities as part of participation in the Training Program. The University's staff and students shall not act as the City's agents or representatives in any capacity, and shall not make any commitments on behalf of the City. The Parties hereto are not partners, agents, or principals of one another, and shall be treated for all purposes as independent contractors. The Parties are not business associates under HIPAA.

C. Student Records / FERPA. The Parties acknowledge that many students' education records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the City will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA. Student education records will only be used for the purposes of carrying out this Agreement. Student permission must be obtained before releasing specific data to anyone other than University and City employees who have a legitimate educational purpose. The University agrees to provide guidance to the City with respect to complying with FERPA.

10. **No entity created.** This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate governmental entity is established by this Agreement.

11. **Utah law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13. **Non-Assignment.** Neither Party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other Party.

14. **Entire agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

15. **Default.** If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.

16. **Nonfunding Clause.** If the University's performance under this Agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the City and cancel this Agreement without further obligation of the University.

17. **Interlocal Co-operation Act Requirements.** In satisfaction of the requirements of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be authorized by resolution of the governing body of each Party, pursuant to Section 11-13-219 of the Act;
- b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Act;
- d. Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor of West Valley City and the President of Weber State University. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.


(Signatures follow on the next page.)

WEST VALLEY CITY

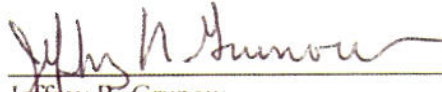
Mayor

ATTEST:


City Recorder

APPROVED AS TO FORM WVC Attorney's Office	
By:	
Date:	2/17/16

WEBER STATE UNIVERSITY



Jeffrey R. Grunow,
Chairperson, Emergency Care and Rescue



Yasmen Simonian, Dean
Dumke College of Health Professions

Item #:	
Fiscal Impact:	<u>\$86.32 (6.77% of actual cost)</u>
Funding Source:	<u>HSIP Funds/Class C Roads</u>
Account #:	<u>11-7582-40750-75194-0000</u>
Budget Opening Required:	<u>No</u>

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of a Warranty Deed, Perpetual Utility Easement and a Perpetual Easement (wall and slope easement).

SYNOPSIS:

Maritza P. Lee has signed a signed a Right-of-way Contract, Warranty Deed, Perpetual Utility Easement and a Perpetual Easement (wall and slope easement) for property located at 4084 S. Dublin Circle (15-33-456-008).

BACKGROUND:

The Maritza P. Lee parcel located at 4084 S. Dublin Circle is one of the properties affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project. This project will widen intersections and improve signals on 4100 South at 4000 West, 2700 West and 1300 West. The acquisition from Maritza P. Lee includes 21 square feet of right-of-way. Compensation for the purchase of the Warranty Deed, Perpetual Utility Easement and Perpetual Easement (wall and slope easement) and improvements is \$1,275.00 based upon the compensation estimate prepared by the DH Group, LLC.

The project is being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the Warranty Deed and easements for this acquisition being \$1,275.00, the West Valley City share will be \$86.32.

RECOMMENDATION:

Accept Warranty Deed, Perpetual Utility Easement and Perpetual Easement (wall and slope easement) and authorize Mayor to execute Right-of-way Contract. Authorize City Recorder to record Warranty Deed, Perpetual Utility Easement and Perpetual Easement (wall and slope easement).

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A RIGHT-OF-WAY CONTRACT WITH MARITZA P.
LEE, AND TO ACCEPT A WARRANTY DEED, PERPETUAL
UTILITY EASEMENT AND A PERPETUAL EASEMENT
(WALL AND SLOPE EASEMENT) FOR PROPERTY
LOCATED AT 4084 SOUTH DUBLIN CIRCLE (15-33-456-008)**

WHEREAS, Maritza P. Lee, (hereinafter “Lee”) has entered into a right of way contract for property located at 4084 South Dublin Circle (15-33-456-008) (hereinafter the “Property”) that is affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project; and

WHEREAS, Lee has also signed a Warranty Deed, Perpetual Utility Easement and a Perpetual Easement (wall and slope easement), as required for the road improvement project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the right-of-way contract with Lee, and to accept the warranty deed, perpetual utility easement and perpetual easement (wall and slope easement);

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “West Valley City Right-of-Way Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Warranty Deed and Perpetual Utility Easement temporary construction easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248) Parcel No.(s): 110:C, 110:E, 110:EC
Job/Proj / Auth No: 54335 Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements
County of Property: SALT LAKE Tax ID / Sidwell No: 15-33-456-008
Property Address: 4084 South Dublin Circle, WEST VALLEY CITY, UT 84119
Owner's Address: 4084 South Dublin Circle, WEST VALLEY CITY, UT 84119
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Maritza P. Lee

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants West Valley City, a municipal corporation, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$1,275.00



West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248) Parcel No.(s): 110:C, 110:E, 110:EC
Job/Proj / Auth No: 54335 Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements
County of Property: SALT LAKE Tax ID / Sidwell No: 15-33-456-008
Property Address: 4084 South Dublin Circle WEST VALLEY UT, 84119
Owner's Address: 4084 South Dublin Circle, WEST VALLEY CITY, UT 84119
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Maritza P. Lee

Grantor's Initials

Grantor understands this agreement is an option until approved by the West Valley City Council.

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

100%

GRANTOR:

Date

Maritza Lee
Maritza Lee

2-10-16

GRANTEE:

Date

Right of Way Agents

Steven J. Dale
Steven J. Dale/Acquisition Agent

2/10/16

Michael C. Timothy/Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 Constitution Blvd.
West Valley, Utah 84119

Warranty Deed

(Individual)

Salt Lake County

Tax ID No. 15-33-456-008
PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:110:C

Maritza P. Lee, an unmarried woman, Grantor, of West Valley City,
County of Salt Lake, State of Utah, hereby CONVEYS AND
WARRANTS to West Valley City, a municipal corporation of the State of Utah, at 3600
Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00),
Dollars, and other good and valuable considerations, the following described parcel of
land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee incident to the construction of signal upgrades at the intersection of 4100 South Street and 2700 West Street known as Project No. F-LC35(248), being part of an entire tract of property situate in Lot 705 of the Bennion Plaza No. 7 subdivision, recorded as Entry No. 2346934, Book II, Page 4, in the Salt Lake County Recorder's Office, a subdivision in the SW1/4SE1/4 of Section 33, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly right of way line of 2700 West Street, said point is 21.36 feet N.00°00'44"E. and 1.25 feet N.62°10'14"E. (N.62°09'02"E. by record) from the southwest corner of said Lot 705, said point is also 74.86 feet perpendicularly distant northerly from the 4100 South Street Control Line opposite approximate engineer station 193+88.83; thence northerly 8.15 feet along the arc of a 30.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.07°48'02"W. for a distance of 8.13 feet) and said existing easterly right of way line at a point 82.91 feet perpendicularly distant northerly from said control line opposite engineer station 193+95.35; thence S.44°54'06"E. 7.99 feet to the southeasterly boundary line of said entire tract at a point 77.27 feet perpendicularly distant northerly from said control line opposite engineer station 193+93.36; thence S.62°10'14"W. (S.62°09'02"W. by record)

PAGE 2

PIN No.	12225
Project No.	F-LC35(248)
Parcel No.	LC35:110:C

5.13 feet along the southeasterly boundary line of said entire tract to the point of beginning as shown on the official map of said project on file in the office of West Valley City. The above described parcel of land contains 21 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)

PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:110:C

WITNESS, the hand of said Grantor, this 10TH day of FEBRUARY, A.D. 20 16.

Maritza P. Lee
Maritza P. Lee

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss

On the date first above written personally appeared before me, Maritza P. Lee, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.



Steven J. Dale
Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 Constitution Blvd.
West Valley, Utah 84119

Perpetual Utility Easement (Individual)

Salt Lake County

Tax ID No. 15-33-456-008
PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:110:E

Maritza P. Lee, an unmarried woman, Grantor,
of _____ West Valley City _____, County of _____ Salt Lake _____,
State of _____ Utah _____, hereby DEDICATES a Public Utility Easement (the
"Easement") described below for the use and installation of public utility facilities as provided in
Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used
by all public utilities according to the terms of the PUE Statute.

The Easement, upon part of an entire tract of property situate in Lot 705 of the Bennion Plaza No. 7
subdivision, recorded as Entry No. 2346934, Book II, Page 4, in the Salt Lake County Recorder's Office, a
subdivision in the SW1/4SE1/4 of Section 33, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah.

The boundaries of said easement are described as follows:

Beginning at a point in the southeasterly boundary line of said entire tract, said point is 21.27 feet
N.00°00'44"E. and 7.92 feet N.62°10'14"E. (N.62°09'02"E. by record) from the southwest corner of said
Lot 705, said point is also 77.99 feet perpendicularly distant northerly from the 4100 South Street Control
Line opposite approximate engineer station 193+94.72; and running thence N.00°00'44"E. 7.83 feet;
thence S.44°54'06"E. 7.24 feet to said southeasterly boundary line of said entire tract; thence
S.62°10'14"W. (S.62°09'02"W. by record) 5.78 feet along said southeasterly boundary line to the point of
beginning. The above described easement contains 20 square feet in area or
0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)

PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:110:E

WITNESS, the hand of said Grantor, this 10TH day of FEBRUARY, A.D. 20 16.

Maritza P. Lee
Maritza P. Lee

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me,
Maritza P. Lee, the signer of the within and foregoing instrument, who duly acknowledged to me
that she executed the same.



Steven J. Dale
Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 Constitution Blvd.
West Valley, Utah 84119

Easement (Individual)

Salt Lake County	Tax ID No.	15-33-456-008
	PIN No.	12225
	Project No.	F-LC35(248)
	Parcel No.	LC35:110:EC

Maritza P. Lee, an unmarried woman, Grantor,
of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS
AND CONVEYS to West Valley City, a municipal corporation of the State of Utah, at 3600
Constitution Boulevard, West Valley, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars,
and other good and valuable considerations, the following described easement
in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property situate in Lot 705 of the Bennion Plaza No. 7 subdivision, recorded as Entry No. 2346934, Book II, Page 4, in the Salt Lake County Recorder's Office, a subdivision in the SW1/4SE1/4 of Section 33, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah, for the purpose of constructing and maintaining thereon highway appurtenances including, but not limited to a retaining wall, cut and/or fill slopes, incident to the intersection improvements of 4100 South Street and 2700 West Street related to Project No. F-LC35(248). The easement includes the right to maintain and continue the existence of said retaining wall and cut and/or fill slopes in the same grade and slope ratio as constructed by West Valley City. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said easement are described as follows:

Beginning at a point 21.36 feet N.00°00'44"E. and 6.38 feet N.62°10'14"E. (N.62°09'02"E. by record) from the southwest corner of said Lot 705, said point is also 77.27 feet perpendicularly distant northerly from the 4100 South Street Control Line opposite approximate engineer station 193+93.36; and running thence

PAGE 2

PIN No.	12225
Project No.	F-LC35(248)
Parcel No.	LC35:110:EC

N.44°54'06"W. 7.99 feet to a point in the existing easterly right of way line of 2700 West Street; thence N.00°00'44"E. 7.24 feet along said existing easterly right of way line; thence S.44°56'46"E. 14.69 feet to the southeasterly boundary line of said entire tract; thence S.62°10'14"W. (S.62°09'02"W. by record) 5.36 feet along said southeasterly boundary line to the point of beginning. The above described easement contains 58 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)

PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:110:EC

WITNESS, the hand of said Grantor, this 10TH day of FEBRUARY, A.D. 20 16.

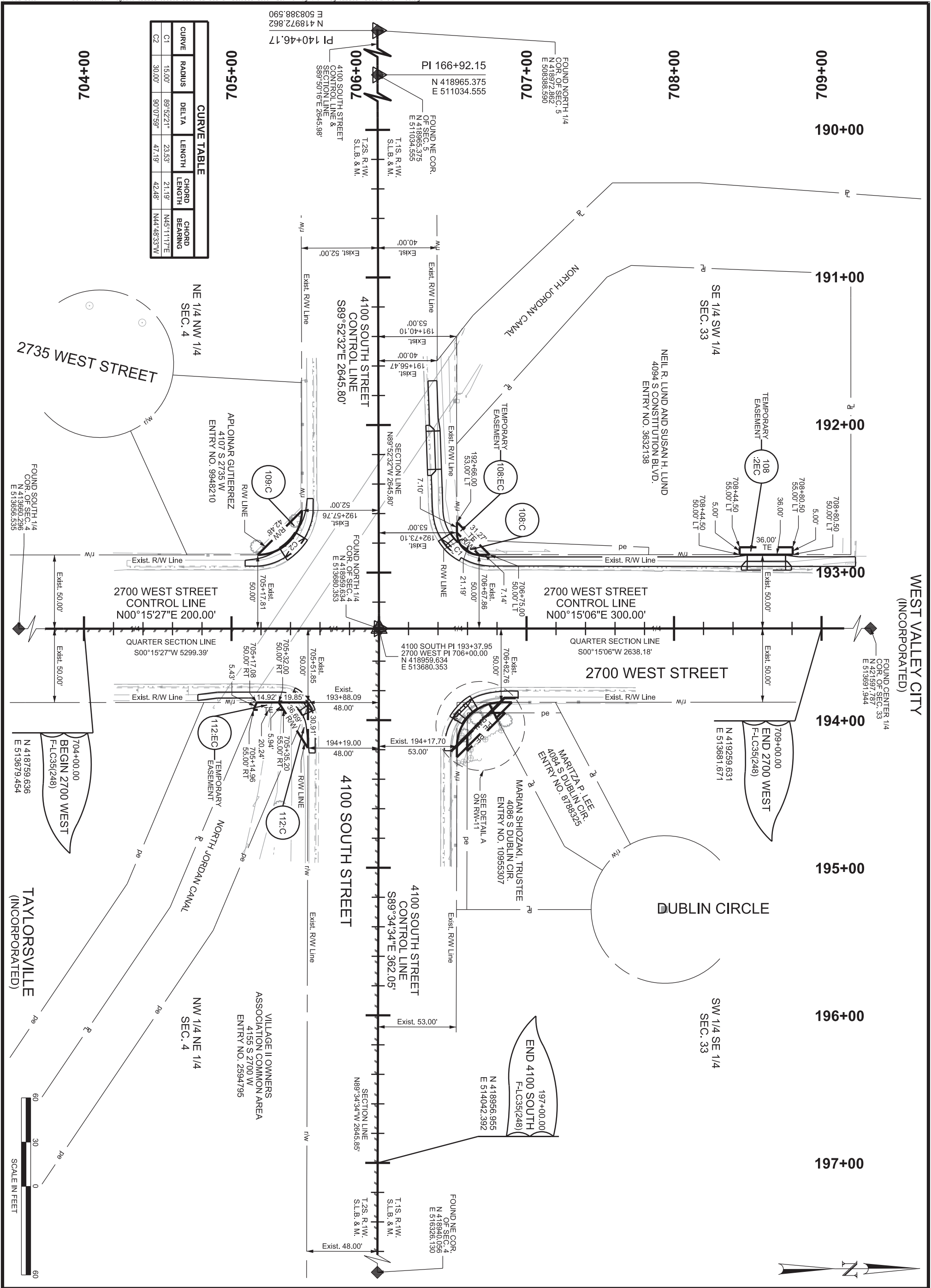
Maritza P. Lee
Maritza P. Lee


STATE OF UTAH)
COUNTY OF SALT LAKE) : ss

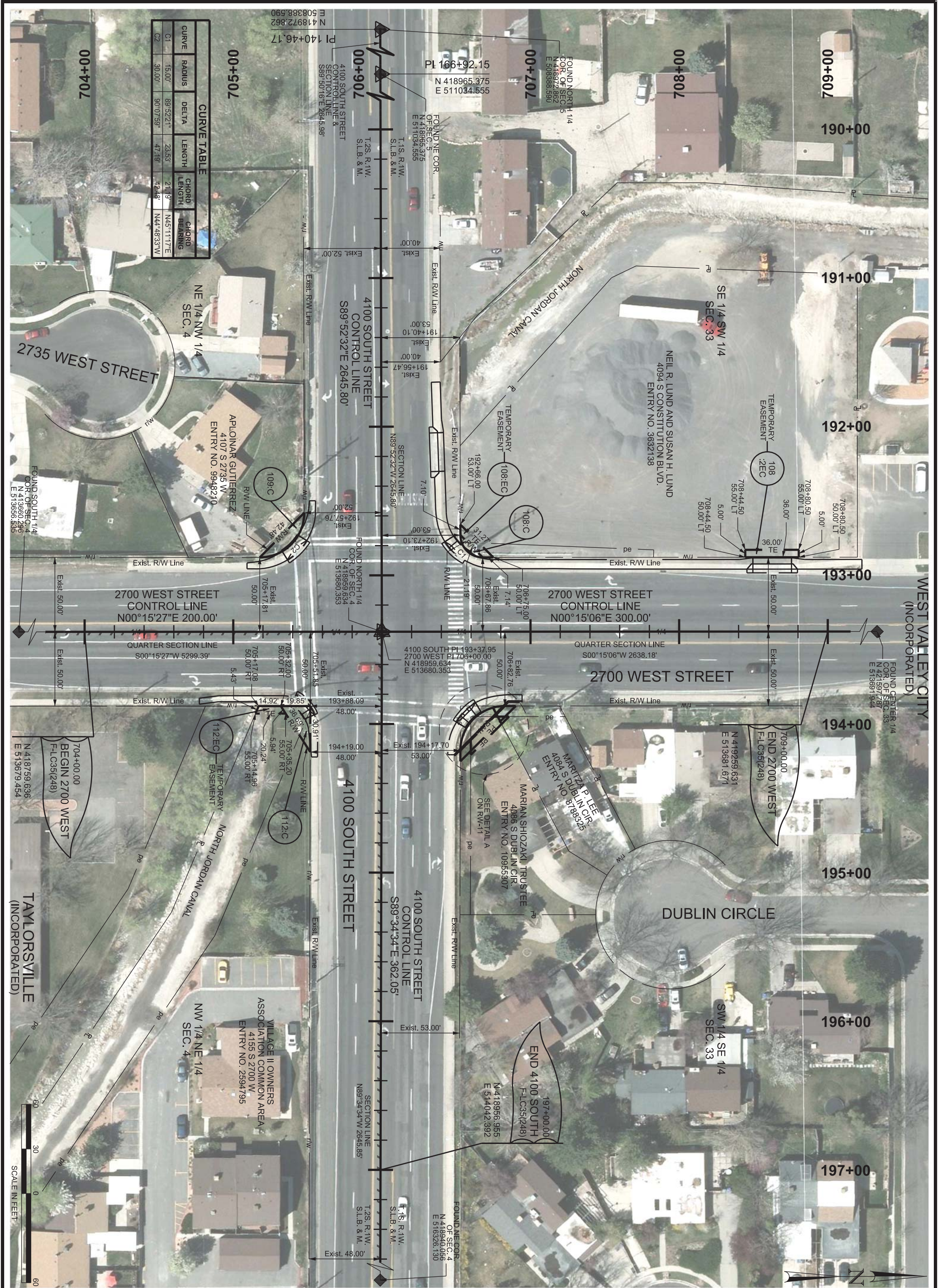
On the date first above written personally appeared before me, Maritza P. Lee, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.



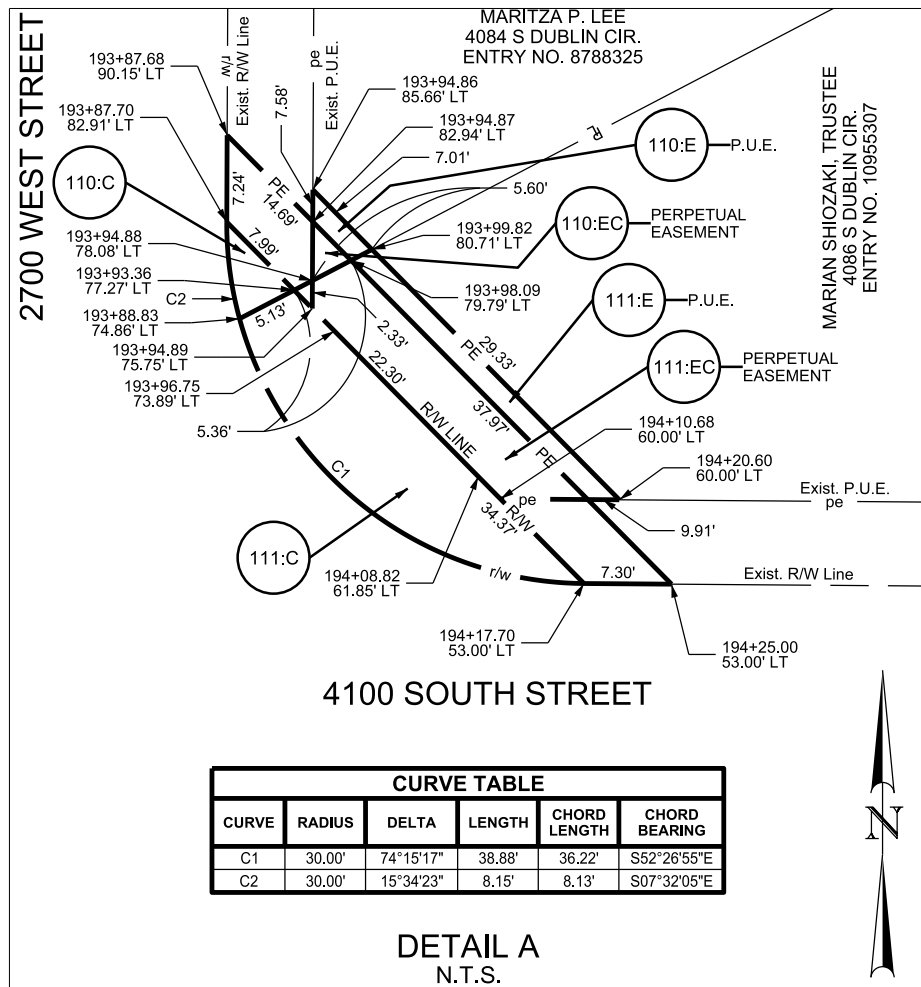
Steven J. Dale
Notary Public



SHEET NO. RW-06	COUNTY 2 ND	SALT LAKE	PROJECT	4100 S; 4000 W. 2700 W &		UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.				REVISIONS			
				1300 W SIGNAL IMPS									
			PROJECT NUMBER	F-LC35(248)	PIN	12225	APPROVED	DRAWN BY	GKD				
			RIGHT-OF-WAY PLAN			 06/18/2015 PROFESSIONAL LAND SURVEYOR DATE		QC CHECKED BY	TJB	NO.	DATE	APPROVED BY	REMARKS



SHEET NO. RW-06	COUNTY SALT LAKE 2F	PROJECT	4100 S; 4000 W. 2700 W &			UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.			REVISIONS				
			1300 W SIGNAL IMPS										
		PROJECT NUMBER	F-LC35(248)	PIN	12225	APPROVED	DRAWN BY	GKD					
		RIGHT-OF-WAY PLAN					06/18/2015	QC CHECKED BY	TJB				
						PROFESSIONAL LAND SURVEYOR	DATE			NO.	DATE	APPROVED BY	REMARKS

[illegible]

February 18, 2016

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

March

March 7-9
Mon- Wed

National League of Cities Conference in
Washington D.C.

March 16, 2016
Teresa
Wednesday

Harman Heritage Series- Family Stories with
Clark, 1:00 P.M. – 2:00 P.M. - Harman Senior
Recreation Center, 4090 South 3600 West

March 17, 2015
Thursday

Family Fitness Center St. Patrick's Day Member
Event, 6:00 PM- Family Fitness Center, 5415 W
3100 S

March 22, 2016
Tuesday

City Council Meeting Cancelled

March 25, 2016
Friday

Teen & Adult Flashlight Easter Hunt, 9:00 P.M.-
Centennial Park West Softball Fields, 5415 West
3100 South

March 26, 2016
Friday

West Valley City Outdoor Easter Egg Hunt, 8:30 A.M.- Centennial Park West Softball Fields, 5415 West 3100 South

Breakfast With the Bunny, 9:00 A.M.- Family Fitness Center, 5415 West 3100 South

Edutainment Egg Hunts, 10:30 A.M.- 12:00 P.M.- Family Fitness Center, 5415 West 3100 South

Easter Egg Plunge (In Pools), 11:30 A.M- 12:15 P.M.- Family Fitness Center, 5415 West 3100 South

March 29, 2016
Tuesday

No City Council Meetings- 5th Tuesday

April

April 5, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

April 6-8, 2016
Wednesday- Friday

ULCT Conference, 8:00 A.M.- 5:00 P.M- Dixie Convention Center, 1835 S. Convention Center Drive, St. George, Utah 84790

April 20, 2016
Wednesday

Harman Heritage Series- Garfield County Stories and Songs, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

April 26, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

May

May 3, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

May 5, 2016

UDOT Annual Visit with County and Cities, 9 A.M.-

<i>Thursday</i>	11 A.M.- Calvin Rampton Complex (1 st floor), 4501 South 2700 West
May 12, 2016 <i>Thursday</i>	Youth Arts Festival, 5:00 P.M.-6:30 P.M.- Fairbourne Station, 2900 West Lehman Ave
May 18, 2016 Other <i>Wednesday</i> Senior	Harman Heritage Series- Drops in a Bucket & Songs, 1:00 P.M.- 2:00 P.M. - Harman Recreation Center, 4090 South 3600 West
May 20, 2016 <i>Friday</i>	Free Movies in the Park, Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
May 26, 2016 <i>Thursday</i>	Summer at the Station Concert
May 30, 2016 <i>Monday</i>	Memorial Day Holiday- City Hall Closed
May 31, 2016	No City Council Meetings- 5th Tuesday

June

June 3, 2016 <i>Friday</i>	Free Movies in the Park, Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
June 7, 2016 <i>Tuesday</i>	RDA, HA, and BA Meetings Scheduled
June 9, 2016 <i>Thursday</i>	Summer at the Station Concert
June 15, 2016 <i>Wednesday</i>	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
June 17, 2016 <i>Friday</i>	Free Movies in the Park, Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South

June 23, 2016
Thursday

Summer at the Station Concert

June 30, 2016 – July 4, 2016

Traveling Vietnam Memorial Replica “The Healing Wall”- Location TBD

July

July 4, 2016
Monday

Independence Day Holiday- City Hall Closed

July 7, 2016
Thursday

Summer at the Station Concert

July 8, 2016
Friday

Free Movies in the Park, Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave

July 21, 2016
USANA Thursday

Keith Urban feat. Brett Eldredge, time TBD- Amphitheatre, 5125 South 6400 West

July 21, 2016
Thursday

Summer at the Station Concert

July 25, 2016
Monday

Pioneer Day Holiday- City Hall Closed

July 26, 2016
Tuesday

Weezer/ Panic at the Disco, time TBD- USANA Amphitheatre, 5125 South 6400 West

July 29, 2016
Friday

Free Movies in the Park, Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South

August

August 2, 2016

National Night Out/ No City Council Meetings

August 4, 2016
Thursday

Summer at the Station Concert

August 12, 2016
Friday

Free Movies in the Park, Starts at Dusk (Approx.
9:30 PM)- Centennial Park, 5415 West 3100 South

August 18, 2016
Thursday

Summer at the Station Concert

August 30, 2016

No Council Meetings- 5th Tuesday

September

September 5, 2016
Monday

Labor Day Holiday- City Hall Closed

September 30, 2016
Friday

Luke Bryan, time TBD- USANA Amphitheatre, 5125
South 6400 West

October 1, 2016
Saturday

Luke Bryan, time TBD- USANA Amphitheatre, 5125
South 6400 West

October

October 4, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

November

November 11, 2016
Friday

Veteran's Day Holiday

November 24, 2016
Thursday

Thanksgiving Holiday- City Hall Closed

November 29, 2016

No Council Meetings- 5th Tuesday

December

December 27, 2016

No Council Meetings- Christmas